

April Regular Board Meeting

April 9, 2013

7:30 PM

Andes Town Hall

Present:

Councilman Daniel Grommeck	Councilman Martin Liddle
Councilman Wayland Gladstone	Supervisor Martin Donnelly
Councilman Thomas Hall-Absent and Excused	Town Clerk Kimberly Tosi
Highway Superintendent Michael McAdams-Absent and Excused	

Others:

Lou Dibble-Delaware Operations	Fred Cubero
Susan Dey	Jeff Ditchik
Michael Passafiume	JoAnn Holmes

Pledge:

The pledge of allegiance was led and recited by Councilman Grommeck.

Privilege of the Floor:

Susan Dey-Andes Works!

Susan announced the 2nd annual Andes Battle of the Bands to be held on July 13th, 2013 at the Andes Fire Hall. This year it will be open to bands of all ages. More information can be found on their website: <http://andesworks.com/andes-battle-of-the-bands/>

Reports:

Highway Report 3/13/13 – 4/9/13

Equipment

2009 International 6x6 – Had new Injector installed by Milton Cat of Binghamton under warranty 31,123 Miles

2009 International 4x4 – Currently at Ben funks in Oneonta getting front end replaced.

2004 International 7600 – Replaced air tank heated drain valve 112,140 Miles

2004 International 4x4 – Replaced Differential lock switch and wire, and Dip stick tube. 46,650

2000 International – Changed oil, fuel, and fuel/water separator 165,122 Miles

1996 Volvo Tri-axle - Replaced Serpentine belt. Currently looking for a good used Dump box. Old one is in rough shape and wore out.

2003 John Deere Loader – Greased and checked all fluids 6577 Hours

1996 Powerscreen – Changed oil and air filter.

1994 Waldon Broom – Changed oil, fuel and fuel/water separator. Drained and replaced rear axle fluid. Replaced front wheel bearings, seat, wiper arm and blade. Fixed leaking steering piston 2372 Hours

1994 Morbark Chipper - Monroe Tractor Installed new head gasket, manifold gasket and thermostat housing gaskets. Replaced dip stick, and head bolts. Changed oil and Filter

1979 American General – Replaced Clutch Fan, Starter, Solenoid for starter relay, Heater resister switch, front drive shaft and u-joints, windshield wipers and headlight. Fixed tailgate.

Other

All of the FEMA paperwork has been turned in for the Irene and Lee flood projects.

I spoke to LaFever Sand and Gravel, in regards to their hauling bid and Jonathan would be willing to haul from Delaware Bulldozing's pit if needed. I think it is okay for us to go ahead and award the two bids that were put off until this month.

*Supervisor Donnelly spoke in concern to the 2009 International 4x4. He stated that the truck is under warranty and the manufacturer/dealer knew of the same problem happening in many of the same trucks and did not inform the Town. Now they are trying to charge us for having the truck hauled out there even though they knew of these issues.

Town Clerk's Report

-I have now changed to Spring/Summer hours, as follows.

Monday 5PM to 9PM

Tuesday-Thursday 9AM to 4PM Lunch 12PM to 1PM

Friday 7AM to 12PM

From the Supervisor

- 1.) A request was made from a group in the Town of Plymouth for me to come and speak to their town board on April 8, 2013 in reference to proposed moratorium or ban on drilling or fracking. I declined their request on 3/14/13 as I felt it would be inappropriate to do so.
- 2.) Wayne Reynolds Commissioner of Delaware County DPW sent us a copy of a letter he sent to Mike in reference to re-roofing our salt storage shed with a metal roof. He suggested we contact the original builder and speak to a Mr. Barit based on his conversation with Bud, he feels we are doing the right thing and the extra weight will not be a problem for us.
- 3.) On 3/15/13 Bud and I attended a meeting at the CWC in reference to a draft on local flood hazard mitigation analysis and action planning and scope of services, i.e. the removal of flood insurance subsidies on some buildings in many areas and new flood plain maps. A copy of the complete agenda is on file in the clerk's office. This has resulted in flood insurance premiums for many individuals as much as 70%.
- 4.) On 3/20/13 the CWC sent us a copy of my request for a grant to maintain the new storm water operation and maintenance projects on High Street for a cost of \$42,189.00 and County Route 2 and Coulter Road for \$168,494.98 a total of 17.6% of the cost of each project, along with the required maintenance logs and schedules. A copy of this was provided to Mike for his files.
- 5.) On 4/1/13 we received our new contract for the County Planning Board.
- 6.) On 4/4/13 we received the annual letter from the Village of Delhi in reference to the street sweeping agreement; we usually do it before community day. I need a motion to sign it.

- 7.) On 4/4/13 Bob Beebe attorney, wrote to advise us that we now have an agreement with NYC on our on going litigation concerning the towns assessment of the Pepacton Reservoir for the period 1991 through 2012. The city has agreed to withdraw all pending proceedings for that period with no assessment reductions or refunds required of the Town. The only condition required is that the Town will maintain the current in force assessment for the years 2013, 2014, and 2015. beginning in 2016 the Town would be free to adjust the assessment as necessary. It is understood that the template developed by Bob Beebe and the CWC and the city will become the basis for future assessment adjustments. A copy of the required resolution is attached that I will need your ok to sign based on the attorney's recommendations. I have spoken to Tina and she feels our assessments will not change very much between now and 2016. It should be noted that the original challenge was made by Vic Larson.
- 8.) I now believe it is in the town's best interest to sign the template if you agree.
- 9.) In reference to the on going questions on the security lighting at the new Andes Health Center, the NYS Department of Health wrote to Bassett Health Care Network on 3/26/2013, stating the exterior lighting is required on all side walks, roads, and parking lots on site.
- 10.) The Andes Health Center opened its doors on 3/25/2013 to accept patients Monday-Friday, 8AM to 5PM. This service will continue to improve the quality of life for our residents. It was a long time in coming, and cost approximately \$750,000. Judging by the number of positive comments it was money well spent.
- 11.) The school would like to enter into a shared services agreement with us, to fill up the buses and their two cars at the pumps at the highway garage. It is expected this would save them \$65,000. I told them I would bring it up, but it is ultimately up to the highway superintendent.
 - *Councilman Liddle shared his concern that the bills will not be sent out.
 - *Councilman Gladstone stated that we need to at least try and work something out with them.
 - **It was turned over to the highway committee.

*Building Inspector Short believes that the shingles should be stripped before the salt building has a tin roof put on it. He is working on the specs so that this can be put out to bid.

Motions:

Motion to authorize the Supervisor and Town Clerk to reenter the Town into the rebate program with American Power and Gas for each of the NYSEG accounts made by Councilman Liddle, Seconded by Councilman Gladstone. All in favor, Councilman Hall absent and excused. Motion carried.

Motion to approve the March 2013 minutes, town clerk's financial report, bookkeeper's financial report, tax collector's financial report, and justices' financial report, made by Councilman Gladstone, Seconded by Councilman Liddle. All in favor, Councilman Hall absent and excused. Motion carried.

Motion to award bid #4 Gravel, Sand, Cobbles, Bank run sand, bank run gravel and crusher run FOB to Delaware Bulldozing, Seward Sand and Gravel, and LaFever Sand and Gravel, made by Councilman Liddle, Seconded by Councilman Grommeck. All in favor, Councilman Hall absent and excused. Motion carried.

Motion to award bid #5 Hauling only to LaFever Sand and Gravel and Heavy Rock hauling only to Cobleskill Stone Products, made by Councilman Grommeck, Seconded by Councilman Liddle. All in favor, Councilman Hall absent and excused. Motion carried.

Motion to authorize Supervisor Donnelly to sign the street sweeping agreement with the Village of Delhi for 2013, made by Councilman Liddle, Seconded by Councilman Gladstone. All in favor, Councilman Hall absent and excused. Motion carried.

Motion to authorize Supervisor Donnelly to sign on to the template developed by Attorney Bob Beebe for the assessment of the reservoir in Andes, made by Councilman Gladstone, Seconded by Councilman Liddle. All in favor, Councilman Hall absent and excused. Motion carried.

Resolutions:

Resolution 11 of 2013

Whereas, the City of New York owns and maintains real property known as the Pepacton Reservoir and identified as Tax Map Parcels 325.-1-1, 325.-1-12, 343.-1-4 in the Town of Andes; and

Whereas, the City of New York has commenced judicial proceedings seeking reductions of the tax assessments of the reservoir parcels for the years 1991 through 2012; and

Whereas, the Town is represented by The Law Office of Robert L. Beebe, LLC; and

Whereas, counsel has recommended that these proceedings now be resolved by settlement; and

Whereas, the proposed settlement would provide that the City of New York would withdraw all pending proceedings relating to the reservoir, with no assessment reductions and no refunds required of the Town, and the Town would maintain the current assessments for the years 2013, 2014, and 2015; and

Whereas, the Town Board and the Town Assessor have reviewed the proposed settlement and find the settlement to be in the best interests of the Town; now, be it

RESOLVED, that the Town Board of the Town of Andes hereby approves the settlement; now be it

RESOLVED, that counsel is hereby authorized to sign the settlement on behalf of the Town Board.

Proposed by: Councilman Gladstone

Seconded by: Councilman Liddle

Roll Call:

Councilman Grommeck-----Aye

Councilman Hall-----Absent and Excused

Councilman Liddle-----Aye

Councilman Gladstone-----Aye

Supervisor Donnelly-----Aye

Approval of Bills:

Motion to approve the April warrants:

General #83-114 totaling \$30,466.81

Highway #47-67 totaling \$24,163.18

WWTP #80-100 totaling \$34,960.12

Water #19-25 totaling \$2774.48

Made by Councilman Grommeck, Seconded by Councilman Liddle. All in favor, Councilman Hall absent and excused. Motion carried.

Motion to amend the March 2013 Water Warrant #17 to \$157.16, changing the total to \$416.98 and the March 2013 Sewer Warrant # 72 to \$8843.51 changing the total to \$90,799.71, made by Councilman Liddle, Seconded by Councilman Grommeck. All in favor, Councilman Hall absent and excused. Motion carried.

Districts:

Water:

Sewer:

- 1.) Marge wrote to the DEP on 3/20/2013 in reference to our on going agreement for the O&M at the WWTP.

Motion to approve the following WWTP project change orders:

Redundant compatible computer - Turnkey Control Systems - \$14,850

Influent Basket Screen fabrication - ROMO Machine - \$3,000

Spare Influent pump - Pump Supply - \$3,500

Secondary Treatment Vent - \$3,000

Vacri Construction - Removal Floor Sump - \$12,225

Aluminum Platform - MBR - \$12,269

Clean up of Primary Treatment Building - \$9,225

Demo and Removal Headworks \$9,175

Treiffisen Electric - Additional Labor and Materials (Breakroom Electric, Heat and

Building connections) - not to exceed \$46,000

Curtis Lumber Building Materials - not to exceed \$20,000

Made by Councilman Liddle, Seconded by Councilman Grommeck. All in favor, Councilman Hall absent and excused. Motion carried.

Motion to authorize Siewert Equipment to service the two Aerzen blowers for the MBR and the two Gorman Rupp permeate pumps at a cost of \$2,132.00, made by Councilman Liddle, Seconded by Councilman Gladstone. All in favor, Councilman Hall absent and excused. Motion carried.

Motion to authorize the preventative maintenance agreement with Siewert Equipment for the semi-annual service of the two Aerzen MBR blowers and the two Gorman Rupp MBR permeate pumps at a cost of \$4697.00, made by Councilman Liddle, Seconded by Councilman Grommeck. All in favor, Councilman Hall absent and excused. Motion carried.

Mr. Dibble of Delaware Operations stated that the new plant is up and running very well. There will be an open house at the end of May or June.

Supervisor Donnelly took a moment to give a big thanks to Delaware Operations for all of their hard work, keeping the project under budget and doing a great overall job.

*At the March meeting it was brought up that maybe it would be a possibility to put an outlet on the pole in the triangle. Supervisor met with Al Murphy and he said it would be \$330 just to set up and then there would of course be the normal monthly charge. This is going to be looked into further, to assess what the monthly charge would be, even when not in use and to speak with the insurance company about any increases in the liability insurance.

Adjourn:

Motion to adjourn the meeting made by Councilman Grommeck, Seconded by Councilman Liddle. All in favor, Councilman Hall absent and excused. 8:15PM

DELAWARE OPERATIONS, INC.

8-12 Dietz Street, Suite 303, Oneonta NY 13820 • Phone 607-432-8073 • FAX 607-432-0432

**TOWN OF ANDES, NY
TOWN BOARD MEETING
REPORT BY DELAWARE OPERATIONS
April 9, 2013**

1. **Water System**
 - Daily usage of treated water from the water system averaged 26,496 gallons per day for the month of March 2013.
2. **Plant Purchases**
3. **O&M**
4. **Equipment**
5. **Distribution System**

DELAWARE OPERATIONS, INC.

8-12 Dietz Street, Suite 303, Oneonta NY 13820 • Phone 607-432-8073 • FAX 607-432-0432

**TOWN OF ANDES, NY
TOWN BOARD MEETING
REPORT BY DELAWARE OPERATIONS
April 9, 2013**

1. WWTP Plant

- Plant effluent flows averaged 31,876 gallons per day for the month March 2013.

2. SPDES Compliance/NYSDEC, NYCDEP

- The plant discharges of treated effluent to the Tremper Kill Brook; permit compliance for March 2013 met all parameters

3. Collection System

- High Street is being maintained as required.

4. Plant Purchases.

5. Plant O&M

- Delaware Operation requests the approval for Siewert Equipment to service the two Aerzen blowers for the MBR and the two Gorman Rupp permeate pumps at a cost of \$2,132.00. This is for the equipment break-in period.
- Delaware Operation requests the approval of the preventative maintenance agreement with Siewert Equipment for the semi-annual service of the two Aerzen MBR blowers and the two Gorman Rupp MBR permeate pumps at a cost of \$4,697.00.

6. Plant Equipment.

7. Gladstone Hollow Septic System



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EMAIL / FAX TRANSMITTAL FORM

Date:	Tuesday, March 19, 2013	
To:	Andes WWTP	
Attention:	Shane Boice	
Fax/Email:	andeswste@catskill.net	Phone: 845-676-3990
From:	Rachel Temple	Phone: (800) 333-0598
Title:	Service Coordinator	

COMMENTS

Subject/Job: Service Proposal
Make/Model: Two (2) Gorman Rupp 11 1/2A Pumps & Two (2) Aerzen Blowers
Serial Number:
PO / Ref. No:

Please find attached our service proposal for the preventative maintenance of the units above for your review. Kindly review the attached proposal and return with signature and purchase order number (if applicable) confirming receipt and indicating how you would like for us to proceed.

Thank you for choosing Siewert Equipment.

Copy: Will Stradling

Total Number of Pages Including Cover:

4



Planned Service Proposal

Service Department
Buffalo | Rochester | Albany

Voice: (800) 333-0598
Fax: (585) 224-7968

Date: March 19, 2013
Project: Two (2) Gorman Rupp
11 1/2A Pumps & Two

Location:
Proposal #: 31340
PO #:

To: Andes WWTP
Tremmer Kill Rd
Andes, NY 13731
Attn: Shane Boice
Job: Service Proposal

Work Proposed

Two (2) Gorman Rupp 11 1/2A pumps and two (2) Aerzen Blowers:

- 1.) Provide labor and material for on-site equipment inspection and preventative maintenance service on your pump station. Scope of work to include:
 - Pump station preventative maintenance service with 32 point inspection on Gorman Rupp Pumps.
 - Complete preventative maintenance on Aerzen Blowers complete with change of oil
- 2.) An inspection report with any recommended maintenance and repairs will be provided at conclusion of work.
- 3.) Genuine OEM replacement parts will be provided unless specifically noted otherwise. This quotation is based on preliminary assessment and subject to 10% variance for any additional parts/labor required. We will not exceed this variance without first notifying you of additional costs and receiving your authorization to proceed.
- 4.) Public Works proposals are in accordance with Article 8, Section 220 of the New York State Labor Law.
- 5.) Price includes 5% service labor discount for service agreement customer. Payment is due upon completion of work. Payment terms are Net 10 days. This proposal is valid for the next 60 Days and subject to attached terms and conditions.

Exclusions

- 1.) Any work not specifically described above.
- 2.) Repair material or labor (recommended services & repairs to be quoted separately).
- 3.) Preventative maintenance services must be scheduled two weeks in advance at a mutually agreeable time. PM service proposals are not a substitute for unforeseen or emergency repair services.

PRICE FOR THIS WORK:

\$2,132

~ Material Lead Time:

1-2 Weeks

**** PLEASE INDICATE ACTION(S) REQUIRED BY CHECKING ASSOCIATED BOXES AND SIGNING BELOW ****

Proceed with Work

This proposal is hereby accepted and Siewert Equipment is authorized to proceed with the work; subject, to credit approval.

Tax Exempt: Yes * No * If yes, fax/email a copy of tax exempt certificate.

NYS publically funded work requiring specific wage rates & certified payroll? Yes No

If yes, provide written requirements in advance. Where applicable, quoted price of work will be adjusted accordingly.

Purchase Order Number:

Credit Card: (√ one)

MasterCard

Visa

American Express

Card #

Expiration

Security Code

Shane Boice
Andes WWTP

Siewert Equipment Co. Inc.

Rachel Temple

Signature:

Signature:

Name:

Name:

Rachel Temple

Title:

Title:

Service Coordinator

Date:

Date:

3/19/2013



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To: Andes WWTP
Tremor Kill Rd
Andes, NY 13731
Attn: Shane Boice
Job:

Parts List

Service Department

Buffalo | Rochester | Albany

Voice: (800) 333-0598

Fax: (585) 224-7968

Date: March 19, 2013

Make/Model: Two (2) Gorman
Rupp 11 1/2A Pumps

Serial #: 0

Proposal #: 31340

PO #: 0

Material List

Quantity	Description
4	30w ND oil Qt
5	Oil from Aerzen QT



TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions

- 1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required there under to be furnished by Siewert Equipment shall be distributed and installed by others under Siewert Equipment's supervision but at no additional cost to Siewert Equipment. Purchaser agrees to provide Siewert Equipment with required field utilities (electricity, toilers, drinking water, project hoist, elevator service, etc.) without charge. Siewert Equipment agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Siewert Equipment for any costs or expenses without Siewert Equipment's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Siewert Equipment under this agreement, Siewert Equipment's obligations under this agreement expressly exclude any work of service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCB's, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by Siewert Equipment shall not operate to compel Siewert Equipment to perform any work relating to Hazards without Siewert Equipment's express written consent.
- 2. INVOICING & PAYMENTS.** Siewert Equipment may invoice Purchaser monthly for all materials delivered to the job site or to an off site storage facility and for all work performed on - site and off - site. Purchaser shall pay Siewert Equipment at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due there under and purchaser agrees to pay Siewert Equipment additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Siewert Equipment's invoice is not paid within 10 days of its issuance, it is delinquent.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Siewert Equipment, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Siewert Equipment shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials of equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. WARRANTY.** Siewert Equipment warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of 90 DAYS from delivery of said equipment, or if installed by Siewert Equipment, for a period of 90 DAYS from installation. Siewert Equipment warrants that for equipment furnished and/or installed but not manufactured by Siewert Equipment, Siewert Equipment will extend the same warranty terms and conditions which Siewert Equipment receives from the manufacturer of said equipment. For equipment installed by Siewert Equipment, if Purchaser provides written notice to Siewert Equipment of any such defect within thirty (30) days after the appearance of discovery of such defect, Siewert Equipment shall, at its option, repair or replace the defective equipment. For equipment not installed by Siewert Equipment, if purchaser returns the defective equipment to Siewert Equipment within thirty (30) days after appearance or discovery of such defect, Siewert Equipment shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Siewert Equipment shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
- 5. LIABILITY.** Siewert Equipment shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 6. VIDEO & AUDIO RECORDING.** Video and Audio recording of any service, warranty or other work performed by Siewert Equipment is strictly prohibited.
- 7. CONFIDENTIALITY.** The parties anticipate that the Purchaser may learn Confidential Information of Siewert Equipment as a consequence of the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser. Confidential information means all information that Siewert Equipment discloses to the Purchaser during the course of the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser. Confidential information includes, without limitation, specifications, methods, processes, drawings, schematics, know-how, notes, models, reports, and samples. Confidential information may be in written, graphic, oral, visual or other tangible or intangible forms. The Purchaser agrees, on behalf of itself, its agents, employees, parents, subsidiaries, officers, directors, and all other persons acting on or for its behalf that they will not (a) use any of Siewert Equipment's Confidential Information for any purpose other than as necessary for the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser; and (b) disclose any Confidential Information, either directly or indirectly, to any third party.
In order to deal with the issue of the purchaser "slipping" in things that you don't like on the back of their PO, you can add this language to your contract:
Any and all previous agreements, terms on the backside of a purchase order, quotation, acknowledgment or invoice, or understandings which are inconsistent with any of the various terms and conditions herein set forth are hereby canceled and rendered null and void to the extent of such conflict and/or inconsistency. The invalidity in whole or in part of any other provision hereof shall not affect the validity of any other provision.
- 8. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Siewert Equipment or, alternatively, shall provide Siewert Equipment with acceptable tax exemption certificates. Siewert Equipment shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 9. DELAYS.** Siewert Equipment shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond SECO's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Siewert Equipment, etc.
- 10. COMPLIANCE WITH LAWS.** Siewert Equipment shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
- 11. DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
- 12. INSURANCE.** Insurance coverage in excess of Siewert Equipment's standard limits will be furnished when requested and required. No credit will be given or premium paid by Siewert Equipment for insurance afforded by others.
- 13. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
- 14. OCCUPATIONAL SAFETY AND HEALTH.** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
- 15. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
- 16. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Siewert Equipment unless accepted by Siewert Equipment in writing.



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EMAIL / FAX TRANSMITTAL FORM

Date: Wednesday, March 27, 2013
To: Andes WWTP
Attention: Shane Boice
Fax/Email: andeswste@catskill.net
From: Rachel Temple
Title: Service Coordinator

Phone: 845-676-3990

Phone: (800) 333-0598

COMMENTS

Subject/Job: PM Service Proposal (Semi-annual PM)
Make/Model: Two (2) Gorman Rupp 11 1/2A Pumps & Two (2) Aerzen Blowers
Serial Number:
PO / Ref. No:

Please find attached our service proposal for semi-annual preventative maintenance of the units above for your review. The price quoted is the total annual price to include two PM service visits, which would then be pro-rated & billed semi-annually upon completion of work unless specifically requested otherwise.

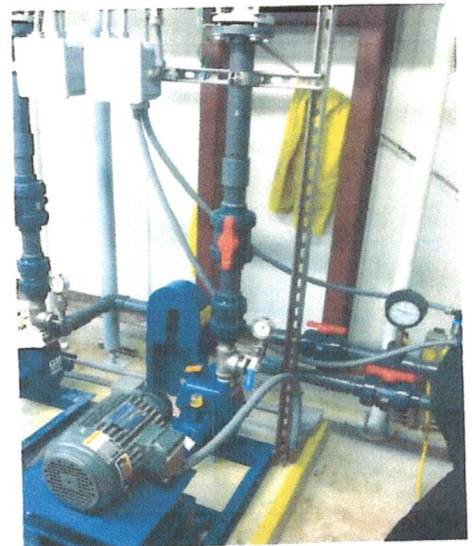
Kindly review the attached proposal and return with signature and purchase order number (if applicable) confirming receipt and indicating how you would like for us to proceed.

Thank you for choosing Siewert Equipment.

Copy: Will Stradling

Total Number of Pages Including Cover:

5





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Laser Alignment Specialists

Headquarters: 175 Akron Street, Rochester, NY 14609

Planned Service Agreement

Customer Name: Andes WWTP
Address: Tremmer Kill Rd
City, State, Zip: Andes, NY 13731
Attn: Shane Boice
Phone #: 845-676-3990

Agreement #: Two (2) Gorman Rupp 11
Serial #: 0
Job Card: PM Service Proposal (Se
Proposal Date: 3/27/2013

E-Mail/Fax: andeswste@catskill.net

Work Proposed:

Two (2) Gorman Rupp 11 1/2A pumps and two (2) Aerzen Blowers:

1.) Provide labor and material for on-site equipment inspection and preventative maintenance service on your equipment listed below. Scope of work to include:

Gorman Rupp Pumps (2):

- Pump station preventative maintenance service with 32 point inspection on Gorman Rupp Pumps.
- Includes replacement parts & lubricants noted on attached parts list (V-Belts replaced 1x per year).
- An inspection report with any recommended maintenance and repairs will be provided at conclusion of work.

Aerzen PD Blowers (2):

- Pump station preventative maintenance service with full inspection per OEM instructions.
- Includes replacement parts & lubricants noted on attached parts list (V-Belts and Filters replaced 1x per year).
- An inspection report with any recommended maintenance and repairs will be provided at conclusion of work.

- 2.) Genuine OEM replacement parts will be provided unless specifically noted otherwise.
 3.) If Siewert Equipment Company determines that additional parts/labor are required that were not included in this initial quote, you will be so notified before we proceed.
 4.) Public Works proposals are in accordance with Article 8, Section 220 of the New York State Labor Law.
 5.) Payment is due upon completion of work. Payment terms are Net 10 days. This proposal is valid for the next 60 Days and subject to attached terms and conditions.

Exclusions:

- 1.) Any work not specifically described above.
 2.) Repair labor or material (recommended or emergency repair services to be quoted separately).
 3.) Preventative maintenance services must be scheduled two weeks in advance at a mutually agreeable time.
 PM service proposals are not a substitute for unforeseen or emergency repair services.

Equipment List

Facility	Equipment Description	Location I.D. No.
	(2) Gorman Rupp Pumps	
	(2) Aerzen Blowers	

One Year Contract

Year	Increase	Price
1	0%	\$4,697

Three Year Contract

Year	Increase	Price
1	0%	\$4,697
2	2%	\$4,791
3	4%	\$4,885

Five Year Contract

Year	Increase	Price
1	0%	\$4,697
2	2%	\$4,791
3	4%	\$4,885
4	5%	\$4,932
5	6%	\$4,979

Proceed with Work:

One Year
 Three Year
 Five Year

Start Date:

Year 1 Price: **\$4,697**

Price and Payment Terms:

This agreement takes affect on above start date and it will continue for an original term as selected above. The annual price for Siewert Equipment's service during the original term of this agreement is stated above and is to be paid to Siewert Equipment in one installment upon receipt of invoice. Labor rates for work outside this scope are discounted 5% from the current published rates for all equipment listed.

Purchase Order Number:

Tax Exempt: No Yes * Fax copy of tax exempt cert. if applicable

Shane Boice
Andes WWTP

Rachel Temple
Siewert Equipment

Rachel Temple

Signature: _____
Title: _____
Date: _____

Signature: _____
Title: Service Coordinator
Date: 3/27/2013



Parts List

Service Department
Buffalo | Rochester | Albany

Voice: (800) 333-0598
Fax: (585) 224-7968

Date: **March 27, 2013**
Make/Model: Two (2) Gorman
Rupp 11 1/2A Pumps

Serial #: 0
Proposal #: 31340
PO #: 0

To: **Andes WWTP**
Tremmer Kill Rd
Andes, NY 13731
Attn: **Shane Boice**
Job:

<u>Material List</u>	
Quantity	Description
1	<u>Aerzen PM Parts:</u>
2	Air Filter Cartridge no. K4 DN-80
4	V-Belt 3VX-630/LW1600 3030
10	Oil from Aerzen QT (5 per visit)
1	<u>Gorman Rupp PM Parts:</u>
8	30w ND oil Qt (4 per visit)
4	V-Belt



TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions

- 1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required there under to be furnished by Siewert Equipment shall be distributed and installed by others under Siewert Equipment's supervision but at no additional cost to Siewert Equipment. Purchaser agrees to provide Siewert Equipment with required field utilities (electricity, toilers, drinking water, project hoist, elevator service, etc.) without charge. Siewert Equipment agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Siewert Equipment for any costs or expenses without Siewert Equipment's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Siewert Equipment under this agreement, Siewert Equipment's obligations under this agreement expressly exclude any work of service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCB's, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by Siewert Equipment shall not operate to compel Siewert Equipment to perform any work relating to Hazards without Siewert Equipment's express written consent.
- 2. INVOICING & PAYMENTS.** Siewert Equipment may invoice Purchaser monthly for all materials delivered to the job site or to an off site storage facility and for all work performed on - site and off - site. Purchaser shall pay Siewert Equipment at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due there under and purchaser agrees to pay Siewert Equipment additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Siewert Equipment's invoice is not paid within 10 days of its issuance, it is delinquent.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Siewert Equipment, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Siewert Equipment shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials of equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. WARRANTY.** Siewert Equipment warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of 90 DAYS from delivery of said equipment, or if installed by Siewert Equipment, for a period of 90 DAYS from installation. Siewert Equipment warrants that for equipment furnished and/or installed but not manufactured by Siewert Equipment, Siewert Equipment will extend the same warranty terms and conditions which Siewert Equipment receives from the manufacturer of said equipment. For equipment installed by Siewert Equipment, if Purchaser provides written notice to Siewert Equipment of any such defect within thirty (30) days after the appearance of discovery of such defect, Siewert Equipment shall, at its option, repair or replace the defective equipment. For equipment not installed by Siewert Equipment, if purchaser returns the defective equipment to Siewert Equipment within thirty (30) days after appearance or discovery of such defect, Siewert Equipment shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Siewert Equipment shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**
- 5. LIABILITY.** Siewert Equipment shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 6. VIDEO & AUDIO RECORDING.** Video and Audio recording of any service, warranty or other work performed by Siewert Equipment is strictly prohibited.
- 7. CONFIDENTIALITY.** The parties anticipate that the Purchaser may learn Confidential Information of Siewert Equipment as a consequence of the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser. Confidential Information means all information that Siewert Equipment discloses to the Purchaser during the course of the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser. Confidential information includes, without limitation, specifications, methods, processes, drawings, schematics, know-how, notes, models, reports, and samples. Confidential information may be in written, graphic, oral, visual or other tangible or intangible forms. The Purchaser agrees, on behalf of itself, its agents, employees, parents, subsidiaries, officers, directors, and all other persons acting on or for its behalf that they will not (a) use any of Siewert Equipment's Confidential Information for any purpose other than as necessary for the performance by Siewert Equipment of service or warranty work on behalf of the Purchaser; and (b) disclose any Confidential Information, either directly or indirectly, to any third party. In order to deal with the issue of the purchaser "slipping" in things that you don't like on the back of their PO, you can add this language to your contract: Any and all previous agreements, terms on the backside of a purchase order, quotation, acknowledgment or invoice, or understandings which are inconsistent with any of the various terms and conditions herein set forth are hereby canceled and rendered null and void to the extent of such conflict and/or inconsistency. The invalidity in whole or in part of any other provision hereof shall not affect the validity of any other provision.
- 8. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Siewert Equipment or, alternatively, shall provide Siewert Equipment with acceptable tax exemption certificates. Siewert Equipment shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 9. DELAYS.** Siewert Equipment shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond SECO's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Siewert Equipment, etc.
- 10. COMPLIANCE WITH LAWS.** Siewert Equipment shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
- 11. DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
- 12. INSURANCE.** Insurance coverage in excess of Siewert Equipment's standard limits will be furnished when requested and required. No credit will be given or premium paid by Siewert Equipment for insurance afforded by others.
- 13. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
- 14. OCCUPATIONAL SAFETY AND HEALTH.** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
- 15. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
- 16. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Siewert Equipment unless accepted by Siewert Equipment in writing.

ANDES CENTRAL SCHOOL

85 Delaware Avenue
P.O. Box 248
Andes, New York 13731

Telephone (845) 676-3166

Fax (845) 676-3181

Guidance
Glenn Reynolds

Superintendent
Dr. Robert L. Chakar, Jr.

Treasurer
Janice Stevens

Friday, April 5, 2013

Mr. Marty Donnelly
Andes Town Supervisor
P.O. Box 125
Andes, NY 13731

Dear Mr. Donnelly:

On behalf of the school and tax payers, I would like to share a consideration with you and the Town Board for your reflection. Our gas and diesel pumps are in need of replacement. The approximate cost of this upgrade is between \$50,000.00 and \$60,000.00. Instead of replacing our existing fuel pumps, I would request that the school be able to utilize the Highway Department's fueling facility as the Fire Department does.

Currently, Andes has between 4-6 buses that require diesel fueling daily and we have 3 vehicles that require gas once a week. We would entertain any suggestions as to how this arrangement would work; including having our fuel distributor provide the fuel, have the town bill the school for its use, etc....

In closing, any suggestions that the Town Board could provide in utilizing a more cost effective/collaborative use of tax payer monies would be welcomed. Should there be anything I need to do, including attending a Town Board meeting, I would welcome the opportunity to share my thoughts.

Respectfully,



Dr. Robert L. Chakar, Jr.
Superintendent of School

C: Andes Board of Education

THE LAW OFFICE OF
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OF COUNSEL
PAUL M. MALECKI
PAUL B. BERGINS

LEGAL ASSISTANT
KIMBERLY A. SPATH

ROBERT L. BEEBE

SCOTT M. RONDA

April 4, 2013

VIA EMAIL ONLY

Martin Donnelly, Supervisor
Town of Andes
Box 525
Andes, New York 13731-0525

Re: The City of New York v. Town of Andes

Dear Supervisor Donnelly,

I am pleased to inform you that the New York City Corporation Counsel and the Department of Environmental Protection have approved a proposed settlement of the litigation concerning the Town's assessment of the Pepacton Reservoir. Specifically, the City will withdraw all pending proceedings (for the years 1991 through 2012) with no assessment reductions or refunds required of the Town. The sole condition is that the Town will maintain the current assessment for the years 2013, 2014 and 2015. Beginning in 2016, the Town will be free to adjust the assessment as necessary.

It is understood that the template will become the basis for future assessments.

In order to move forward, we will require a resolution by the Town Board which authorizes me to sign a Stipulation, which incorporates these provisions.

A proposed resolution is attached. I certainly recommend approval of this proposal.

Very truly yours,

S/Robert L. Beebe

Robert L. Beebe

Town of Andes - NYCDEP Pepacton Reservoir Parcels

325.-1-11 (Reservoir)
325.-1-12 (Reservoir)
343.-1-4 (Reservoir)

Year	ER	AV	EqFV
1999	39.94	9,225,383	23,098,105
2000	38.99	9,225,383	23,660,895
2001	37.61	9,225,383	24,529,069
2002	36.91	9,225,383	24,994,264
2003	33.01	9,225,383	27,947,237
2004	29.4	9,225,383	31,378,854
2005	25	9,225,383	36,901,532
2006	21	9,225,383	43,930,395
2007	17	9,225,383	54,266,959
2008	100	66,983,999	66,983,999
2009	100	67,628,600	67,628,600
2010	100	68,551,475	68,551,475
2011	100	68,075,362	68,075,362
2012	100	67,486,344	67,486,344

Tina M. Moshier, Sole Assessor
P.O. Box 356
Andes, NY 13731

April 8, 2013

Memo: Re: New York City Reservoir property law suit

To: Mr. Martin Donnelly and the Andes Town Board.

It is a great pleasure for me to introduce a resolution for your approval which would put an end to the lawsuit that has been hanging over the town of Andes since 1991. After great diligence of our Counsel Robert L Beebe, when have finally reached a settlement possibility. It depends on you the board now to agree to the resolution. My agreement is already assured. I have done much research and feel this would be a win / win solution for our tax payers. I have personally been involved in this from the beginning, when I helped create the necessary information for the then Assessor Vic Larson and continued to help Assessor John Hopkins. This settlement has been along time coming. This would be the final step with no back taxes to be repaid, only holding current assessment for three years. I have done much research into this and I feel it is a good solution to a long standing problem and the city will be paying there fair share. In advance of your vote I would like to thank you for you responsible vote. The taxpayers are the big winner here.

Thank you for your time. Tina M. Moshier Assessor